

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2006, between **The City of Leesburg, Florida**, a municipal corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, FL 34749-0630 (hereinafter referred to as the "City"), and **Howard Jeffries**, whose address is 2170 Old Train Road, Deltona, Florida 32738 (hereinafter referred to as the "Contractor").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Nature of Work. The Contractor shall monitor work through the completion of Phase I of the 441 Landscape Project. In addition, the Contractor shall monitor the initiation of Phase II of the 441 Landscape Project and the Arbor survey conducted by the Davey Resource Group.

The Contractor understands that he controls the means of performing the services conducted pursuant to this Agreement and that he may conduct such services in whatever manner he chooses. However, the Contractor agrees to conduct himself professionally, to perform all services hereunder in a workmanlike manner and in good faith, and to obey any laws, rules, ethical standards and/or regulations that may be applicable to such services. Nothing herein shall limit the City's right to obtain similar services from other parties.

2. Compensation. As compensation to the Contractor, the Contractor shall receive \$5,000.00 for the services provided. The Contractor shall maintain accurate documentation of the hours Contractor has worked and shall submit the documentation to the City on a bi-weekly basis. Payment shall be made to the Contractor in five (5) monthly installments of \$1,000.00.

3. Expenses. The Contractor shall be responsible for providing all of his own equipment, attire, and any other items required to perform services pursuant to this Agreement, provided, however, that the City may allow Contractor to use City's equipment, as available. Except as provided below, the Contractor shall be responsible for the payment of expenses incurred in performing this Agreement, including but not limited to, any applicable professional licenses and dues. The City agrees to provide Contractor with a City cell phone for the performance of his duties under this Agreement. The City will also reimburse the Contractor for mileage Contractor incurs in his own automobile while performing the services required herein. The mileage reimbursement shall be paid to the Contractor in accordance with the City's mileage reimbursement rate. Except as provided herein, the City shall not be liable for any expenses incurred by the Contractor, and the Contractor hereby indemnifies and holds the City harmless from all such expenses incurred by the Contractor.

4. Relationship. The Contractor agrees that he is an independent contractor not an agent, joint venturer, or employee of the City and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the City to its employees, including but not limited to, workers compensation insurance, unemployment insurance, or retirement benefits, are available from the

City to the Contractor. The Contractor shall be solely and entirely responsible for his acts during the performance of this Agreement.

5. Taxes and Licenses. The Contractor understands that the City shall not treat Contractor as an employee with respect to the services performed hereunder for federal or State tax purposes, or otherwise. The Contractor understands that the City shall not withhold either federal or State income taxes or payroll taxes of any kind nor shall they be paid by the City on behalf of the Contractor. The Contractor shall be responsible for payment of his own income tax, self-employment tax, and occupational taxes or fees. Contractor declares that he has complied with, or will continue to comply with, all federal, State, and local laws regarding business permits, or certificates or licenses that may be required to carry out the work to be performed under this Agreement.

6. Term of Agreement. The term of this Agreement shall be for a period of five (5) months from the date of execution. The City may, in its sole discretion, agree to extend this Agreement through December, 2007, at the same compensation rate as provided herein.

7. Termination. Either party may terminate this Agreement without cause by providing the other party with written notice of such intent no less than thirty (30) days prior to the proposed date of termination. If Contractor breaches any of the material terms of this Agreement or negligently performs or fails to perform any of his duties pursuant to this Agreement, then the City may immediately terminate this Agreement.

8. Indemnification and Hold Harmless. The Contractor hereby agrees to indemnify and save harmless the City and all their officers, agents, or servants, and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the City or any of their officers, agents, or servants may be put by reason of injury to the persons or property of either Contractor or others resulting from the performance of the Contractor's duties under this Agreement, or through the negligence of the Contractor in the performance of his duties under this Agreement, or through any act or omission on the part of the Contractor.

9. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

10. Assignment. The Contractor may not assign or transfer any interest in this Agreement to any third party.

11. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the Contractor and the City.

12. Entire Agreement. The Contractor affirms and understands that this Agreement constitutes the entire, full and complete understanding between the Contractor and the City and attests that he has not relied in any way upon any representations, promises, agreements, arrangements, or understandings which are not fully and expressly contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

“Contractor”

HOWARD JEFFRIES

“City”

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

H:\City of Leesburg\Agreements\Howard Jeffries ICA.wpd